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PATENT - POWER OF ATTORNEY OR REVOCATION OF POWER OF ATTORNEY WITH A NEW POWER OF ATTORNEY AND CHANGE OF CORRESPONDENCE ADDRESS	Patent Number	6,115,698
	Issue Date	08-08-1995
	First Named Inventor	David Tuck
	Title	Apparatus and Method for Trading Electric Energy
	Attorney Docket Number	

I hereby revoke all previous powers of attorney given in the above-identified patent.

☐ A Power of Attorney is submitted herewith.

OR

☐ I hereby appoint Practitioner(s) associated with the following Customer Number as my/our attorney(s) or agent(s) with respect to the patent identified above, and to transact all business in the United States Patent and Trademark Office connected therewith:

OR

☒ I hereby appoint Practitioner(s) named below as my/our attorney(s) or agent(s) with respect to the patent identified above, and to transact all business in the United States Patent and Trademark Office connected therewith:

Practitioner(s) Name	Registration Number
Brian J. Laurenzo	34,207

Please recognize or change the correspondence address for the above-identified patent to:

☐ The address associated with the above-mentioned Customer Number.

OR

☐ The address associated with Customer Number:

OR

<input checked="" type="checkbox"/> Firm or Individual Name	Brian J. Laurenzo, Brick Gentry Law Firm				
Address	6701 Westown Parkway, Suite 100				
City	West Des Moines	State	Iowa	Zip	50266
Country	USA				
Telephone	515-271-1748	Email	brian.laurenzo@brickgentrylaw.com		


I am the:

☐ Inventor, having ownership of the patent.

OR

☒ Patent owner.

Statement under 37 CFR 3.73(b) (Form PTO/SB/96) submitted herewith or filed on _____.

SIGNATURE of Inventor or Patent Owner			
Signature		Date	6-18-10
Name	Dennis Melstad	Telephone	605 232 5928
Title and Company	President, MHC Investment Company		

NOTE: Signatures of all the inventors or patent owners of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below*.

☐ *Total of _____ forms are submitted.

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

STATEMENT UNDER 37 CFR 3.73(b)Applicant/Patent Owner: MHC Investment CompanyApplication No./Patent No.: 6,115,698Filed/Issue Date: 08-08-1995

Titled:

MHC Investment Company, a corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest in;
2. ☐ an assignee of less than the entire right, title, and interest in
(The extent (by percentage) of its ownership interest is _____ %); or
3. ☐ the assignee of an undivided interest in the entirety of (a complete assignment from one of the joint inventors was made)

the patent application/patent identified above, by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy therefore is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: David T. Tuck, Bruce Weier, John Stojka To: Intercoast Energy Company

The document was recorded in the United States Patent and Trademark Office at
Reel 007688, Frame 0618, or for which a copy thereof is attached.

2. From: Intercoast Energy Company To: Continental Power Exchange, Inc.

The document was recorded in the United States Patent and Trademark Office at
Reel 008810, Frame 0020, or for which a copy thereof is attached.

3. From: Continental Power Exchange, Inc. To: MHC Investment Company

The document was recorded in the United States Patent and Trademark Office at
Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

- ☒ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Signature

Date

Dennis Melstad

President

Printed or Typed Name

Title

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

Schedule 1.0

PATENT ASSIGNMENT AGREEMENT

This PATENT ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of this 11th day of May, 2000 between Continental Power Exchange, Inc., a Delaware corporation having its principal office at 2100 RiverEdge Parkway, Fourth Floor, Atlanta, Georgia 30328 ("Assignor"), and MHC Investment Company, a South Dakota corporation having its principal office at 370 West Anchor Drive, Dakota Dunes, South Dakota 57049 ("Assignee").

WHEREAS, Assignor and Assignee will each have a membership interest in IntercontinentalExchange, LLC, a limited liability company formed under the laws of the State of Delaware;

WHEREAS, Assignor owns certain inventions relating to an electronic trading platform as described and claimed in patent applications which are more particularly identified on Schedule 1 attached hereto and made a part hereof (the "Inventions");

WHEREAS, Assignor desires to assign the Inventions to Assignee and Assignee desires to accept the assignment of such Inventions from Assignor, subject to and in accordance with the terms and conditions of this Agreement; and

WHEREAS, Assignor agrees as follows in consideration for Assignee's affiliate InterCoast Energy Company executing that certain Termination Agreement between and among InterCoast Energy Company, Assignor and Jeffrey C. Sprecher.

NOW THEREFORE, in consideration of the premises and mutual promises and covenants made herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1.0 Assignment.

- 1.1 Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Inventions, including the patent applications identified in Schedule 1, and any and all divisions, reissues, continuations, or extensions thereof.
- 1.2 Assignor will, within thirty (30) days after execution of this Agreement, deliver to Assignee all documents and information reasonably necessary to complete the prosecution of the Inventions in the U.S. Patent and Trademark Office and will provide all reasonable assistance necessary for the same.

2.0 Assumption of Liabilities.

- 2.1 Assignee hereby accepts the assignment described in Paragraph 1.1 and, upon receipt of the information referred to in Paragraph 1.2, accepts responsibility for all costs, liabilities and obligations in connection with the prosecution of the Inventions in the U.S. Patent and Trademark Office commencing on or after the date hereof.

2.2 Assignee assumes all responsibility for recording this assignment in the United States Patent and Trademark Office or elsewhere.

3.0 Representations, Warranties and Covenants.

3.1 Assignor represents, warrants and covenants that:

(a) Assignor owns all right, title and interest in the Inventions.

(b) Assignor and each of its affiliates and subsidiaries, and to the best of Assignor's knowledge its predecessors in interest, has acted in good faith and without fraud before the U.S. Patent and Trademark Office with respect to the Inventions; Assignor and each of its affiliates and subsidiaries, and to the best of Assignor's knowledge its predecessors in interest, has not entered into any agreement or arrangement with any third party that may have an impact on the Inventions or Assignee's rights hereunder.

(c) (1) All registrations with and applications to governmental or regulatory authorities in respect of the Inventions are valid and in full force and effect, (2) there are no material restrictions on the direct or indirect transfer or assignment of the Inventions, or any interest therein, held by Assignor in respect of the Inventions, and (3) Assignor is not in default (or with the giving of notice or lapse of time or both, will not be in default) in any material respect under any contract or agreement pursuant to which Assignor has been granted all right, title and interest in the Inventions.

(d) Assignor has the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement and to perform fully its obligations hereunder. This Agreement has been duly executed and delivered by Assignor and constitutes the valid and binding obligation of Assignor enforceable against Assignor in accordance with its terms, subject to the qualifications that enforcement of the rights and remedies created hereby is subject to (1) bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting the rights and remedies of creditors and (2) general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(e) Neither the execution and delivery of this Agreement by Assignor nor the performance by Assignor of the transactions contemplated hereby will (1) violate or conflict with any of the provisions of any other agreement to which Assignor is a party nor will Assignor execute any such conflicting agreement in the future; (2) violate or conflict with any provisions of the certificate of incorporation or by-laws of Assignor; (3) violate or conflict with any provisions of any law or order applicable to Assignor; or (4) require any consent or approval by or filing or notice with any governmental or regulatory body except for (A) filings under federal or state securities or "blue sky" laws (which have been or will be made) and (B) such as would not have a material adverse effect on Assignor.

(f) None of the representations, warranties or covenants contained in this Agreement, nor in any Schedule or Exhibit hereto made by Assignor, contains any untrue statement of material fact or omits a material fact necessary to make the statements contained herein or therein not misleading.

3.2 Assignee represents, warrants and covenants that:

(a) Assignee will exploit the Inventions only for licensing purposes as set forth in the Intellectual Property License Agreement referred to in Paragraph 4.1 herein unless otherwise expressly agreed to by IntercontinentalExchange, LLC.

4.0 License Agreement

4.1 Concurrently herewith, Assignee will enter into that certain Intellectual Property License Agreement with IntercontinentalExchange, LLC, which corresponding patent licenses provided for therein shall be effective upon the issuance of any patent based on the Inventions. Assignee will promptly notify IntercontinentalExchange, LLC of the allowance of any claims and the issuance of any patents relating to the Inventions.

5.0 Obligations of Confidentiality

5.1 Assignor and Assignee each agree to take all reasonable steps to prevent disclosure of (1) any and all files, documents and other information, not otherwise known or publicly available, related to the status and contents of the Inventions to any third party, excluding the U.S. Patent and Trademark Office and any attorney of record in the prosecution of the Inventions, and (2) such other documents and information the disclosure of which may lessen the value of the Inventions or be detrimental to the joint economic interests of the parties and IntercontinentalExchange, LLC.

6.0 Miscellaneous.

6.1 This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

6.2 This Agreement shall be governed by and construed in accordance with the laws of the State of New York (excluding conflicts of law rules) and of the United States.

6.3 This Agreement merges and supersedes all prior and contemporaneous agreements, assurances, representations, and communications between or among the parties hereto concerning the matters set forth herein.

6.4 Assignor and Assignee acknowledge and agree that IntercontinentalExchange, LLC will be a third party beneficiary to this Agreement with a right to enforce Assignee's and Assignor's obligations hereunder. Assignee acknowledges that such rights are necessary to ensure that the rights under the License Agreement are meaningful.

- 6.5 Should any provision in this Agreement be held to adversely affect the assignment provided in Paragraph 1.1, then this Agreement shall be construed to preserve such assignment and such other provision shall be disregarded.
- 6.6 All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be given personally, telegraphed, telexed, sent by facsimile transmission or sent by prepaid air courier or certified, registered or express mail, postage prepaid. Any such notice shall be deemed to have been given (a) when received, if delivered in person, telegraphed, telexed, sent by facsimile transmission and confirmed in writing within three (3) business days thereafter or sent by prepaid air courier or (b) three (3) business days following the mailing thereof, if mailed by certified first class mail, postage prepaid, return receipt requested, in any such case as follows (or to such other address or addresses as a party may have advised the other). For the purpose of all written communications and notices between the parties, their addresses shall be:

ASSIGNOR: Continental Power Exchange, Inc.
c/o Jeffrey C. Sprecher
IntercontinentalExchange, LLC
2100 RiverEdge Parkway
Fourth Floor
Atlanta, Georgia 30328
Fax: (770) 951-5481

ASSIGNEE: MHC Investment Company
370 West Anchor Drive
Dakota Dunes, South Dakota 57049
Attention: President
Fax: (605) 232-5925

with copies of all notices to:

MHC Investment Company
666 Grand Avenue, 8th Floor
Des Moines, Iowa 50303-0657
Attention: Assistant General Counsel
Fax: (515) 242-4398

INTERCONTINENTALEXCHANGE, LLC:
2100 RiverEdge Parkway
Fourth Floor
Atlanta, Georgia 30328
Fax: (770) 951-5481
Attn: Members of the Board of Managers

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

Continental Power Exchange, Inc.

By: [Signature]

Name: Jeffrey C. Sprecher

Title: President

STATE OF GEORGIA)
) ss
COUNTY OF FULTON)


On this 11th day of May, 2000, before me personally came Jeffrey C. Sprecher to me known, who, being duly sworn, did depose and say that he resides in Beverly Hills, California, that he is President of Continental Power Exchange, Inc., the corporation described in and that executed the above Agreement, the he knows the seal of said corporation, and that he signed his name thereto by like authority.

(SEAL)

[Signature]
Notary Public

Notary Public, Cherokee County, Georgia
My Commission Expires February 13, 2004

MHC Investment Company

By: 

Name: Dennis Melstad

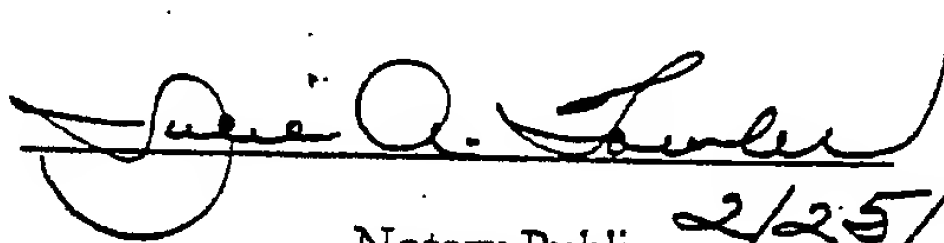
Title: President

STATE OF SOUTH DAKOTA)

) as

COUNTY OF UNION)

On this 11th day of May, 2000, before me personally came Dennis Melstad to me known, who, being duly sworn, did depose and say that he resides in Union County, that he is President of MHC Investment Company, the corporation described in and that executed the above Agreement, and that he signed his name thereto by like authority.



Notary Public

2/25/06

Schedule 1.1

1. U.S. patent application Serial No. 08/516,646 entitled Method and Apparatus For Trading Electric Energy, filed August 18, 1998, and its continuation prosecution application having the same Serial No. and title filed November 16, 1998, the claims of which have been allowed and will issue in due course.
2. U.S. patent application Serial No. 09/369,517, entitled Method and Apparatus For Trading Electric Energy, filed August 6, 1999.